



CELERITY EDUCATIONAL GROUP
CHIEF EXECUTIVE OFFICER
AT-WILL EMPLOYMENT AGREEMENT

This At-Will Employment Agreement (“Agreement”) is effective as of April 3, 2018, between Celerity Educational Group (“CEG”) and Nadia Shaiq (“Employee”) (collectively, “the Parties”) and supersedes and replaces any and all previous agreements between the Parties.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, CEG and Employee agree as follows:

1. **Position and Duties.** Employee agrees to render full-time services to CEG in the capacity of Chief Executive Officer (“CEO”). The Employee will at all times, faithfully, industriously and to the best of the Employee’s ability, perform all duties that may be required by law and as delegated by CEG as set forth in Employee’s job description, which is attached hereto as Exhibit “A,” or as otherwise assigned by CEG’s Board of Directors (“Board”). It is understood and agreed that the CEO job description, including the job title and duties, may be changed by the Board from time to time in the Board’s sole discretion.
2. **At-Will Employment.** Employee’s employment by CEG is at-will. That means that either Employee or CEG may alter or terminate the employment relationship at any time with or without cause and with or without notice.
3. **Compensation/Benefits.**
 - a. **Salary.** In consideration for Employee’s services as CEO, CEG agrees to pay Employee an annual salary of Two Hundred Fifteen Thousand Dollars (\$215,000.00) less applicable taxes, withholdings and deductions. Employee shall be paid according to Employee’s normal payroll cycle. Employee is an exempt employee and shall not be eligible for overtime.
 - b. **Benefits.** Employee shall be entitled to participate in any benefits CEG provides to its other employees on the same terms and conditions or any benefits as required by law. Other than as required by law, this Agreement shall not require CEG to provide any specific benefits to Employee.
 - c. **Vacation.** Employee shall accrue vacation twenty (20) days per year to be accrued evenly over each pay period. Use of accrued vacation is governed by the CEG Employee Handbook. Employee may accrue a maximum of thirty (30) days of vacation, known as the Vacation Accrual Cap, at which time no further vacation shall accrue until the use of vacation reduces the balance below the Vacation Accrual Cap. Accrued but unused vacation will be paid on termination.

Employer Initial: 
Employee Initial: 

4. **Licenses/Certifications.** Employee represents that she has any required licenses and credentials necessary for her position and duties. Employee acknowledges that failure to have or maintain any required license or credential is grounds for immediate termination.
5. **Evaluation.** Employee may receive periodic performance reviews. Failure to review Employee's performance shall not prevent CEG from disciplining or terminating Employee.
6. **Confidentiality.** All Confidential Information of which Employee has knowledge or to which Employee has access shall be the exclusive property of CEG both during and after Employee's employment. Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of CEG, except to the extent such use or disclosure is made by reason of Employee's job responsibilities.

Employee shall not take any Confidential Information that is in written form, electronic, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination for Employee's employment with CEG without the prior written consent of CEG. Upon the termination of Employee's employment with CEG, Employee shall deliver promptly and return to CEG all such materials, along with all other property of CEG, in the Employee's possession, custody or control.



For the purposes of this section, Confidential Information, shall mean all information, data or knowledge regarding CEG, its operations, clients, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, student information, private employee information or benefits information and documents protected by the attorney-client privilege and/or any other privilege or legal protection.

7. **Child Abuse and Neglect Reporting.** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Arbitration.** Any controversy, dispute or disagreement arising out of or relating to this Agreement, the breach thereof, or Employee's employment with CEG shall be settled by arbitration, as provided in and agreed upon in accordance with Exhibit B, attached hereto.
9. **Severance.** If Employee is terminated without Cause, Employee shall be entitled to up to two (2) months' notice of the termination of her employment. In the event that notice of termination without Cause is given to Employee and such notice is shorter than two (2) months, CEG may offer a severance payment equal to pay for the period between the date notice is given and the effective date of termination, which in no case will be greater than two (2) months' pay, upon Employee's signing a severance and release agreement in a form acceptable to CEG. At CEG's discretion and in lieu of notice, CEG may terminate Employee effective immediately and offer Employee a severance payment equal to two (2) months of pay upon signing a severance and release agreement in a form acceptable to CEG. Prior to terminating for Cause, the Board shall give Employee ten (10) days' written notice of the intent to terminate and a description of the reasons therefore. Within that ten (10) days, Employee may provide a written response to the Board. Whether Cause exists to warrant termination is within the sole discretion of the Board. Nothing herein shall serve as any restriction on CEG's ability to discipline Employee or to place her on a paid or unpaid leave of absence. This provision does not alter the at-will nature of Employee's employment.

For purposes of this Agreement, "Cause" is defined as breach of this Agreement; any ground identified by CEG's policies or practices; breach of CEG's policies or practices; neglect of duties; failure to adequately perform assigned duties; endangerment of a student; any of the causes listed in Education Code sections 44836, 44932 and 44933; or actions or conduct inconsistent with Employee's position as CEO of CEG.



10. **Complete Agreement.** This Agreement, along with its exhibits, constitutes the entire agreement between the Parties and contains all the agreements between them with respect to the subject matter hereof and is a final, complete and exclusive statement of the terms of the Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.
11. **Amendment.** Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by both Parties.
12. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be

Employer Initial: 
Employee Initial: 

construed in all respects as if such invalid or unenforceable provision had been omitted.

13. **Captions.** The captions of the paragraphs of this Agreement are solely for the convenience of the undersigned, are not a part of this Agreement, and shall not be used for the interpretation of any provision of this Agreement.
14. **Continuing Obligations.** The rights and obligations of Employee and CEG set forth in the sections on Confidentiality and Arbitration shall survive the termination of Employee's employment.
15. **Governing Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.
16. **Non-Waiver.** The failure of either Party to insist on strict compliance with any of the terms and conditions of this Agreement by the other Party shall not be deemed a waiver of that term or condition. The waiver or relinquishment of any right or power at any one time or times shall not be deemed a waiver or relinquishment of that right or power for all or any other times.
17. **Photocopies and Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one complete instrument. Photocopies and facsimiles of such signed counterparts may be used in lieu of the originals for any purpose.
18. **Interpretation of Agreement.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, this Agreement shall be construed with the understanding both Parties were responsible for, and participated in, its preparation. Section 1654 of the Civil Code shall not apply.
19. **Separate Counsel Encouraged.** Employee represents that she has been advised to review this Agreement with her own attorney before executing this Agreement. CEG makes no representations regarding the taxability of any benefit, benefit plan, or severance payment which may be offered to Employee.

[Remainder of page intentionally left blank]

Employer Initial: 
Employee Initial: 

IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement and acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

Dated: 5/15/2018 1:52:03 PM PDT

NADIA SHAIQ

DocuSigned by:

Nadia Shaiq

(Signature of Employee)

Dated: 5/15/2018 1:56:03 PM PDT

CELERTY EDUCATIONAL GROUP

DocuSigned by:

Curt Hessler

By: Curt Hessler

(Name Printed)
Board member

Title:

EXHIBIT “A”

Chief Executive Officer Job Description

Job Purpose:

The Chief Executive Officer (“CEO”) has the overall responsibility for leading Celerity Educational Group (“CEG”) and its network of high performing charter schools that implement the Celerity educational model. The CEO exercises discretion and independent judgment on matters of significance. The CEO reports to the CEG Board of Directors and is responsible for the strategic direction and success of CEG by working closely with the Board and management to establish long-range goals, strategies, plans, and policies.

Classification:

This position is at-will and classified as exempt and is required to follow all policies and procedures applicable to exempt employees.

Job Duties:

This position includes, but is not limited to, the following duties which may be amended at any time, with or without notice or reason:

- Oversee the planning, development, organization, implementation, direction, and evaluation of the organization's performance.
- Provide strategic input and leadership on decision-making issues affecting the organization.
- Lead the development and implementation of CEG's educational, fiscal, and operational plans and programs.
- Evaluate and advise on the impact of long-range planning, introduction of new programs/strategies, and regulatory action.
- Lead the development, implementation, and enforcement of policies and procedures by way of systems that will improve the overall operation and effectiveness of the organization.
- Ensure the organization remains compliant with all CEG policies and procedures adopted by the Board.
- Work closely with CEG’s legal counsel to ensure compliance with all state and federal regulatory requirements applicable to charter schools.
- Establish credibility throughout the organization and with the Board as an effective developer of solutions to business challenges.
- Work closely with the Chief Financial Officer and oversee all fiscal operations of CEG, including budgeting, accounting, auditing, contract management, and compliance.

- Work closely with the Chief Operations Officer and oversee all administrative and operational functions of CEG, including facilities, human resources, student data, information technology, creative media, and performing arts.
- Work closely with the Chief Academic Officer and oversee all academic and instructional aspects of CEG, including curriculum development, expanded learning programs, professional development, and special education.
- Attend CEG Board meetings and regularly report on the performance of the schools and the organization.
- Optimize external relationships and initiate appropriate strategies to enhance the organization's reputation with CEG's charter authorizers and in the communities CEG serves.
- Hire, supervise, and evaluate the performance of the Chief Academic Officer and the Chief Operations Officer, and advise the Board on the performance of the Chief Financial Officer.
- Be on-site regularly to interface with CEG staff, parents and board members and access records and information which may only be maintained on CEG's premises.
- Supervise and coordinate work with CEG staff.

QUALIFICATIONS GUIDELINES

Experience/Training/Education:

Required

- 5-7+ years of experience in managing the business and financial affairs of a multi-functional organization in the education, nonprofit, or government sectors.
- Graduate (Master's level) degree in Education, Business, or related area.
- Possession of a valid California Driver's License and the ability to obtain and maintain car insurance.
- Experience with charter school leadership, operations, funding, and the charter petitioning process.

Desirable

- Financial and operational management experience working in a nonprofit or school setting.
- Experience with charter school policy, governance, and public relations.
- Administrative Services Credential issued by the California Commission on Teacher Credentialing.
- Experience working with the Los Angeles Unified School District, Compton Unified School District, and California Department of Education.


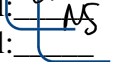
Knowledge/Skills/Abilities:

- Superior and professional relationship management and communication skills, including external and internal stakeholders.
- Exhibit strong interpersonal skills and maintain open and timely communication channels with numerous constituencies, including peers, administrators, parents, charter authorizers, and vendors.
- Entrepreneurial drive and proven track record in launching new ventures or major initiatives.
- Passion for education reform and a commitment to serving children in underserved communities.
- Ability to learn and effectively teach others established internal controls and procedures as well as reproduce the current processes and recommend best practices to streamline procedures.
- Multi-task projects simultaneously while adhering to deadlines; ability to consistently and thoroughly meet deadlines and “make” time for unexpected projects or requests.
- Create action plans to meet goals and objectives, and conduct periodic reviews of progress and measures against goals.
- Consider a broad range of internal and external factors when solving problems and grasp complexities and perceives relationships among different problems or issues.

Physical and Environmental Elements:

- This is primarily a sedentary office classification, which may include long periods of sitting, in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances
- Specific vision abilities required by this job include close vision to read printed materials and a computer screen with ability to adjust focus.
- May have occasional exposure to irate parents, staff, and public and private representatives in interpreting and enforcing departmental policies and procedures.
- Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment.
- The position occasionally bends, stoops, reaches, pushes, and pulls drawers to retrieve and file information and lifts and carries reports that typically weigh less than 20 pounds.
- The position requires the ability to drive a vehicle, to obtain and maintain car insurance, and to occasionally travel by train, plane, or other means outside of the Los Angeles area.

EXHIBIT “B”

Employer Initial:  DS
Employee Initial:  DS

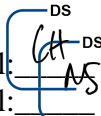
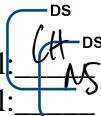
ARBITRATION AGREEMENT

THIS ARBITRATION AGREEMENT ("Agreement") is made by and between Celerity Educational Group, a California Nonprofit Public Benefit Corporation ("Employer") and Nadia Shaiq ("Employee").

The purpose of this Arbitration Agreement is to establish final and binding arbitration for all disputes arising out of Employee's relationship with Employer, including, but not limited to, Employee's employment or the termination of Employee's employment. Employee and Employer desire to arbitrate their disputes on the terms and conditions set forth below to gain the benefits of a speedy, impartial dispute-resolution procedure that is consistent with the Federal Arbitration Act ("FAA"). Employee and Employer agree to the following:

Claims Covered by the Arbitration Agreement. Employee and Employer mutually consent to the resolution by final and binding arbitration of all claims or controversies ("claims") that Employer may have against Employee or that Employee may have against Employer or against its officers, directors, employees, agents, pension or benefit plans, administrators, fiduciaries, or any subsidiary or affiliated entity (collectively, "Employer"), relating to, resulting from, or in any way arising out of Employee's relationship with Employer, Employee's employment relationship with Employer, and/or the termination of Employee's employment relationship with Employer, to the extent permitted by law. **This Arbitration Agreement does not cover any claim, cause of action, or actions pursuant to workers' compensation laws, unemployment insurance benefits with the Employment Development Department, or the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code §§ 2699 *et seq.*** The scope of this Arbitration Agreement is intended to be broad and comprehensive and includes, without limitation, claims for wages or other compensation due; claims for penalties or premiums; claims for breach of any contract or covenant (express or implied); tort claims (including, but not limited to, those relating to performance or reputation); claims for violation of civil rights; claims for discrimination, harassment, and/or retaliation (including, but not limited to, race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations); claims for violation of any leaves of absence or accommodations laws; claims for wrongful termination or whistleblowing; claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violation of trade secret, proprietary, or confidential information laws; claims for unfair business practices; claims for invasion of privacy; and claims for violation of any public policy, federal, state, or other governmental law, statute, regulation, or ordinance.

Required Notice of Claims and Statute of Limitations. Employee may initiate arbitration by serving or mailing a written notice to Employer's Board of Directors at Employer's principal place of business. Employer may initiate arbitration by serving or mailing a written notice to

Employer Initial: 
Employee Initial: 

Employee at the last address recorded in Employee's personnel file. The written notice must specify the claims asserted against the other Party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law.

Arbitration Procedures. Within 30 days of the Notice being served in accordance with Paragraph 2, the Parties shall mutually agree upon an arbitrator. If possible, the arbitrator shall be selected from the Office of Judicial Arbitration and Mediation Service ("JAMS") panel. If the Parties are unable to mutually agree upon an arbitrator, the JAMS office closest to Employee's last place of employment shall select the arbitrator.

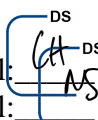

The arbitration shall be conducted pursuant to JAMS policies and procedures. Except as provided herein, all rules governing the arbitration shall be the then-applicable rules set forth by JAMS. If the dispute is employment-related, the dispute shall be governed by JAMS' then-current version of the national rules for the resolution of employment disputes. JAMS' then-applicable rules governing the arbitration may be obtained from JAMS website, which currently is <https://www.jamsadr.com/rules-employment-arbitration/>.

The arbitrator shall apply the substantive state law (and the law of remedies, if applicable), or federal law, or both, as applicable to the claim(s) asserted. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable.

The Parties shall be entitled to engage in all types of discovery (e.g., depositions, interrogatories, request for production of documents, etc.) pursuant to the Federal Rules of Civil Procedure ("FRCP"), particularly FRCP 26. A copy of the FRCP may be obtained from the website of the United States Courts, which is currently <http://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>. The arbitrator is authorized to rule on discovery motions brought under the FRCP. All discovery must be completed no later than twenty (20) calendar days prior to the date set for the arbitration hearing; provided, however, that no discovery may be initiated until after the dispute has been formally submitted to arbitration and an arbitrator has been mutually agreed-upon. Either Party may file a motion for summary judgment with the arbitrator in accordance with Rule 56 of the FRCP. The arbitrator is entitled to resolve some or all of the asserted claims through such a motion.

Application for Emergency Injunctive and/or Other Equitable Relief. Claims by Employer or Employee for emergency injunctive and/or other equitable relief shall be submitted to the arbitrator for emergency treatment in accordance with applicable law and JAMS rules. The Parties agree that the arbitrator may select a neutral hearing officer (subject to conflicts) to hear the emergency request only. The hearing officer should be experienced in considering requests for emergency injunctive and/or other equitable relief. The hearing officer shall conform his/her consideration and ruling with the applicable legal standards as if this matter were heard in a court of law in the applicable jurisdiction for such a dispute.

Arbitration Decision. The arbitrator's decision will be final and binding. The arbitrator shall issue a written arbitration decision within 30 calendar days after the hearing's completion

Employer Initial:  DS
Employee Initial:  DS

revealing the essential findings and conclusions upon which the decision and/or award is based. A Party's right to appeal the decision is limited to grounds provided under applicable federal or state law.

Place of Arbitration. The arbitration will be at a mutually convenient location. If the Parties cannot agree upon a location, then the arbitration will be held at JAMS' office nearest to the largest number of witnesses.

Severability. If any portion of this Arbitration Agreement is found unenforceable, such portion will be severed from this Arbitration Agreement, and the remaining portions shall continue to be enforceable.

Construction. This Arbitration Agreement shall be construed and enforced in accordance with the FAA. Only the Arbitrator (and not any federal, state, or local court or agency) shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. Any disputes regarding the enforceability or validity of this Arbitration Agreement or any of its provisions shall be resolved as if the arbitrator or other decision-maker, if any, is acting as a federal district court judge applying the FAA and its precedent.

Consideration. Employer's offer to make Employee eligible for promotions, raises, and bonuses in the future, and the promises by Employer and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other.

Representation, Fees, and Costs. Each Party may be represented by an attorney or other representative selected by the Party. Each Party shall be responsible for its own attorneys' or representative's fees. However, if any Party prevails on a statutory claim that affords the prevailing Party's attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing Party in accordance with the applicable statute (and case law interpreting same) or agreement. Employer shall be responsible for the arbitrator's fees and costs to the extent they exceed any fee or cost that Employee would be required to bear if the action were brought in court.

Waiver of Jury Trial/Exclusive Remedy. **EMPLOYEE AND EMPLOYER KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY A COURT OF LAW AND/OR BY A JURY IN COURT.**

MS

(Employee's Initials Acknowledging Waiver of Jury Trial)

Waiver of Representative/Class Action Proceedings. **EMPLOYEE AND EMPLOYER KNOWINGLY AND VOLUNTARILY AGREE TO BRING ANY CLAIMS GOVERNED BY THIS ARBITRATION AGREEMENT IN HIS/HER/ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. EMPLOYEE AND EMPLOYER THEREFORE AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY REPRESENTATIVE OR CLASS ACTION PROCEEDING RELATED TO ANY CLAIMS GOVERNED BY**

THIS AGREEMENT. EMPLOYEE AND EMPLOYER FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS ACTION PROCEEDING.

MS

(Employee's Initials Acknowledging Waiver of Representative/Class Action)

Sole and Entire Agreement. This Arbitration Agreement, along with the Agreement to which it is attached, expresses the entire agreement of the Parties and shall supersede any and all other agreements, oral or written, concerning arbitration.

Requirements for Modification or Revocation. This agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified by a writing signed by Employer and Employee that specifically states an intent to revoke or modify this Agreement.

Voluntary Agreement. **EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ THIS ARBITRATION AGREEMENT, UNDERSTANDS ITS TERMS, AND AGREES THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN EMPLOYER AND EMPLOYEE RELATING TO THE SUBJECTS COVERED IN THE ARBITRATION AGREEMENT ARE CONTAINED IN IT. EMPLOYEE HAS KNOWINGLY AND VOLUNTARILY ENTERED INTO THE ARBITRATION AGREEMENT WITHOUT RELIANCE ON ANY PROVISIONS OR REPRESENTATIONS BY EMPLOYER, OTHER THAN THOSE CONTAINED IN THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS ARBITRATION AGREEMENT WITH EMPLOYEE'S PRIVATE LEGAL COUNSEL AND EMPLOYEE HAS UTILIZED THAT OPPORTUNITY TO THE EXTENT DESIRED.**

Dated: 5/15/2018 1:52:03 PM PDT

NADIA SHAIQ

DocuSigned by:

Nadia Shaiq

220AF138A0434C7

(Signature of Employee)

Dated: 5/15/2018 1:56:03 PM PDT

CELERITY EDUCATIONAL GROUP

DocuSigned by:

Curt Hessler

5C8DBFB523174...

By: Curt Hessler

(Name Printed)

Title: Board member

Employer Initial: CH

Employee Initial: MS